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opinions to be treated in New York as a misrepresentation of law. And ordinarily misrepresentations of law are still held to be not actionable. See *Easton-Taylor Trust Co. v. Loker* (Mo. App. 1918) 205 S. W. 87, '89. The courts, however, refuse to follow their distinction to this conclusion; they hold that foreign law being a fact, misrepresentation of it is actionable. *Van Slochem v. Villard* (1913) 207 N. Y. 587, 101 N. E. 467. They thus adopt the general rule. *Anderson v. Heasley* (1915) 95 Kan. 572, 148 Pac. 738; see *Travellers' Protective Ass'n of America v. Smith* (1914) 183 Ind. 59, 68, 69, 107 N. E. 283. The instant case then clearly shows the distinction actually made, even in New York, between misrepresentations of foreign and domestic law. The court holding that though the misrepresentations of New York and federal law did not avail the defendant, yet the misrepresentations of foreign law were fraud and grounds for rescission.

DEEDS—EFFECT OF DURESS BY THIRD PERSONS.—The plaintiff's husband was president and a director of a bank which became insolvent. Influenced by threats of physical injuries to the plaintiff, her husband, and two children, the plaintiff conveyed her own property to the defendant in trust for the bank's depositors. It appeared that some of the depositors had participated in making the threats. In an action to cancel the conveyance, held, for the plaintiff. *Barnette v. Wells-Fargo Nev. Nat. Bank* (D. C., N. D., Cal. 1922) 277 Fed. 110.

Threats of violence to members of the plaintiff's family constitute duress on the plaintiff. *Travis v. Unkart* (1916) 89 N. J. L. 571, 99 Atl. 320; *Schultz v. Catlin* (1891) 78 Wis. 611, 47 N. W. 946. A contract cannot be avoided on account of duress by a third person where the promisee did not participate in, or have knowledge of, the duress. *Smith v. Commercial Bank* (1919) 77 Fla. 163, 81 So. 154; cf. *Talley v. Robinson's Assignee* (Va. 1872) 22 Gratt. *888. A few jurisdictions reach a contrary result. *National Bank v. Cox* (1900) 47 App. Div. 53, 62 N. Y. Supp. 314; *Central Bank v. Copeland* (1862) 18 Md. 305; cf. *Valentine v. Lunt* (1889) 115 N. Y. 496, 505, 22 N. E. 29. The cases which hold the transaction void proceed upon the theory that an act done under duress is in legal contemplation not an act. The artificiality of such a theory is shown in the law of torts where A is held responsible for an assault on B when under duress by C. The doctrine that duress merely renders the transaction voidable has been applied to mortgages and deeds of trust. *Smith v. Commercial Bank*, *supra*; *Harper v. McGoogan* (1913) 107 Ark. 10, 154 S. W. 187. But where the grantee, or promisee, has notice of the duress practiced, he is not protected. *Fairbanks v. Snow* (1887) 145 Mass. 153, 13 N. E. 596; see *Moog v. Stang* (1881) 69 Ala. 98; *contra*, *Talley v. Robinson's Assignee*, *supra* (mere knowledge held insufficient). Duress, being similar to fraud, except that the contract springs from fear in the former and belief in the latter, should logically be treated for all purposes as fraud is treated. In the instant case the court found that all of the depositors had notice. The decision, therefore, is correct since the conveyance was voidable against some of the depositors as participants, and against the others because of their knowledge.

DESCENT AND DISTRIBUTION—FRAUD OF THE BENEFICIARY.—The complainant after the death of her husband asserted that X, whom she obtained from an asylum, was her child by the deceased. She did this in order that certain lands left by her husband's father might not pass to the remainderman for lack of issue. As the husband died intestate, his property passed to the guardian of the supposed son. The fraud was later discovered. The complainant was allowed to intervene in a suit by the remainderman against the defendant, the child's guardian. *Decreed*, that the defendant pay over to the complainant what was received under the distribution of the husband's estate on the ground that, since there was neither